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**Attorneys for Petitioner Michelle Kohler**

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**IN THE SECOND DISTRICT COURT  
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

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**In the matter of the marriage of:**

**MICHELLE KOHLER,  
Petitioner,**

**and**

**RYAN KOHLER,  
Respondent.**

**DECREE OF DIVORCE**

**Civil No. 244701953**

**Judge Blaine Rawson  
Commissioner Julie Winkler**

Based on the Findings of Fact and Conclusion or law entered by the Court, and for good cause appearing, the Court enters the following Decree of Divorce:

1. **Jurisdiction.** The parties are bona fide residents of Davis County, State of Utah, and have been for more than three months prior to the commencement of this action.
2. **Marriage.** Michelle and Ryan are husband and wife, having been married on September 2, 2012, in Petoskey, Charlevoix County, State of Michigan, and are presently married.

3. **Grounds.** The Court shall enter a Decree of Divorce dissolving the bonds of matrimony under UCA 81-4-405 on the grounds of irreconcilable differences.

4. **Children.** The parties have three minor children: W.K. (born May 2014); E.K. (born June 2018); and S.K. (born July 2021).

5. **Home State.** Utah is the home state of the children and venue is proper in this Court to determine custody and support under UCA § 81-6-103.

6. Michelle is unaware of any other custody or support proceedings involving the minor children in this or in any other jurisdiction.

7. Neither party is receiving or has any public assistance for the benefit of the aforementioned dependent children.

8. **Legal Custody.** The parties shall share joint legal custody.

9. **Decision Making.** Major life decisions do not include extracurricular activities, electronic device usage, or religious preferences for the children. Each parent may independently regulate and place reasonable restrictions on the children's electronic device usage while the children are in that parent's home. Each parent may also express their own religious beliefs and preferences to the children during that parent's time, including taking the children to the church or place of worship of that parent's choosing. Each party may engage in whatever religious discussion and activities as they choose with the kids on his or her time. If they cannot agree on a major life decision they shall consult with appropriate professionals such as doctors or teachers to try to reach an agreement. If no agreement can be reached, Michelle shall have the final decision-making authority subject to Ryan's ability to challenge her decision in Court. Final

decision-making authority does not mean that Michelle may make decisions unilaterally or without Ryan's full input.

Both parents will have full and timely access to all information reasonably necessary to provide informed input on any matter subject to this paragraph. Michelle and Ryan each have an affirmative duty to share such information and to consider the opinion of the other in good faith before any final decision is made.

10. **Physical Custody.** The parties shall be awarded joint physical custody with Michelle being designated as the primary residential custodian, with Ryan exercising parent time pursuant to UCA §81-9-303.

a. **Basic Schedule.** Starting Thursday, January 29, 2026, Ryan shall have the kids every Thursday from 4 pm overnight to Friday when they go to school or back to Michelle at noon if school is not in session.

Starting Thursday, February 5, 2026, Ryan shall have every other weekend from Thursday at 4pm through Monday morning when the kids go to school or back to Michelle at noon if school is not in session.

When the kids start school in the Fall of 2026, Ryan's parent time shall increase to 6 of every 14 overnights on the following schedule: Thursday at 4pm at Michelle's home curbside through Wednesday when he takes the kids to school. If school isn't in session, the kids will return to the other party at noon.

In February 2027, if the parties agree, Ryan's parent time may increase to a 50-50 schedule, with exchanges on Mondays after school or noon if school is not in session. If

the parties do not agree to increase Ryan's parent time to 50-50 in February 2027, they shall discuss any concerns and/or return to mediation to attempt to resolve any parent time disputes before seeking relief for the Court. If the parties do not agree, Ryan may seek court review without showing a substantial and material change of circumstances.

b. **Extended summer parent-time.** Each party shall be entitled to three weeks of uninterrupted time during the summer. In odd years, Ryan shall have priority in electing his three weeks of uninterrupted parent time, as long as he elects by April 1. In even years, Michelle shall have priority of election as long as she elects by April 1. The party without the election shall make their election by April 15. If the party with priority fails to elect by April 1, the priority shall be forfeited to the other party. If a party does not timely elect extended summer parent time, that time shall be forfeited.

c. **Holidays.** Holiday parent time will follow Utah Code 81-9-303 with Michelle exercising holidays as the custodial parent and Ryan exercising parent time as the non-custodial parent time.

d. **Virtual Parent Time.** The parent not exercising parent time will be entitled to reasonable video or phone contact with the children. The parties will give the children privacy for the calls without interference or monitoring by anyone else. Ideally, the children will take the call in a separate room with a closed door to have meaningful virtual contact free of distraction and conflict. The children may contact either parent when they request to do so. The parties will facilitate this contact with the other parent without making the children feel guilty about wanting to call or check in with the other

parent.

11. **Parent-Time Precedence.** Unless otherwise mutually agreed in writing, if a conflict arises between competing parent-time provisions, the following order of precedence will apply in determining which parent is entitled to parent time, listed from highest to lowest priority:

- a. Mother's Day or Father's Day holiday parent time;
- b. The child's birthday holiday parent time, unless a parent is exercising uninterrupted extended summer parent time and takes the child away from that parent's residence during the uninterrupted extended summer parent time period;
- c. Any other holiday parent time not involving Mother's Day, Father's Day, or the child's birthday;
- d. Extended summer parent time; and
- e. Regular weekday or weekend parent time.

When a higher-priority schedule applies, it will control over and supersede any lower-priority parent-time provision for the duration of the conflict only, after which the regular schedule will resume.

12. **Alcohol Testing** - After April 1, 2026, Michelle may request that Ryan take a PETH if she has a reasonable suspicion that Ryan is under the influence of alcohol. Upon request, Ryan must take a PETH test as soon as is reasonably possible, at his sole expense, no later than 48 hours after the request, and if the test isn't zero, Ryan's parent time shall be suspended and parent time shall not resume until Ryan can produce a clean PETH test. Any

missed, refused, diluted, tampered-with, or otherwise invalid PETH test shall be treated as a positive result for purposes of this provision unless otherwise determined by the court or mutual agreement.

13.     **Cell Phones.** The oldest child shall have a cell phone that all children may use at both homes. The children shall be able to contact either parent as they wish at reasonable times and reasonable durations. The parent caring for the child has the discretion to control use of the phone in his or her home. If the child's device is restricted for any period by either parent, the parties will ensure that the child and parents have unfettered access to another device for purposes of communication with both parents.

14.     **Therapy for Children.** The children may be enrolled in individual therapy with one of the following mutually agreed therapists: Karly McGuire, Sara Joggler, Barbara Ramos-Cryer, Teresa Nelson, Patty Martinez, provided the parties comply with the joint legal custody decision making process set forth herein.

15.     **Transportation for Parent Time Exchanges.** Unless there is a school drop off or pick up, the party beginning his or her parent time shall provide transportation to facilitate parent time and exchanges shall be curbside.

16.     **Relocation.** Shall either party move more than 150 miles from their current residence while the children remain minors, Utah Code § 81-9-209 shall apply in full.

17.     **PGAL.** The PGAL shall be released upon execution of the parties' Stipulation.

18.     **Childcare.** The parties shall equally share any reasonable work-related childcare

costs pursuant to Utah Code §81-6-209, and will follow all other obligations required pursuant to that statute.

19. **Military Benefits.** If the children are eligible, the parties shall cooperate to ensure that the kids obtain their military ID cards and Michelle's chaperone identification card so both parties can access and use the military medical and other benefits.

20. **Insurance and Medical Costs.** Ryan shall continue to provide health insurance coverage for the children so long as it is available to him through his employer at a reasonable cost. The parties shall provide health insurance coverage for the children and shall share equally in cost of the children's portion of the health insurance premium and share equally in any out-of-pocket daycare costs incurred for the children.

21. **Extracurricular Activity Costs.** All kids will be enrolled in one, agreed upon activity during each sports season, with the cost to be split equally. If travel is required outside of 150 miles, Ryan is not required to facilitate that travel but shall allow Michelle to facilitate such travel, provided make-up parent time is mutually agreed to for the non-traveling parent in advance of the travel. Extracurricular activities do not include school-sponsored activities. The parties may enroll the kids in other activities on his or her time at his or her cost, and that doesn't interfere with the other party's time.

22. **Kid's schools.** The kids shall remain in their current and feeder schools, unless otherwise agreed by the parties. If a parent wishes to change a school for the child/children, that parent shall obtain the consent of the other parent or file a petition to modify.

23. **Child Support.** Ryan shall pay child support to Michelle in the amount of

\$2,000.00 per month, one half on the 5th and one half on the 20th of each month based on Ryan's current gross monthly income of \$14,000.00 per month and Michelle imputed to a gross monthly income of \$4,000.00 per month. Child support shall be paid pursuant to Utah Code §81-7-102 et seq.

24. **Alimony.** Ryan shall pay alimony to Michelle in the amount of \$1,750.00 per month beginning in October 2025 and continuing for half the length of the marriage (i.e., 6.5 years/78 months). Alimony shall terminate on either party's death, Michelle's remarriage, or Michelle's cohabitation.

25. **Personal Property.** The parties have divided all personal property from the marital home and each party shall be awarded the personal property from the marital home now in his or her possession. Michelle is awarded the dog Jada.

26. **Vehicles.** Ryan shall be awarded the following vehicles, subject to any loan or liability associated with the vehicles, holding Michelle harmless on the same. Ryan shall remove Michelle's name from any loans on these vehicles and title to the vehicles within ninety days (90) of entry of the Decree of Divorce in this matter.

2012 Dodge Ram Truck  
Himalayan motorcycle  
Yamaha dirt bike  
Astoria 5 Wheel RV Camper  
Massey Ferguson GC1725 front loader tractor  
Vintage Corvette

Michelle shall be awarded the Honda Odyssey, which has no loan on it. Ryan has signed the title to this vehicle over to Michelle.



27. **Marital Home.** Ryan shall be awarded the marital home, including any equity in the Home, free and clear of any claim by Michelle and subject to the mortgage and all financial obligations associated with the Home, holding Michelle harmless on the same. Ryan has provided verification that Michelle is not on the mortgage on the home, and he therefore need not refinance the home out of Michelle's name. Michelle will sign a Quit Claim Deed removing her name from the home upon request.

28. **Financial Assets/Retirement Accounts.** As shown on the chart located under paragraph 28 on page 11 of the parties' Stipulation, the balances of listed financial accounts, as of May 31, 2025, will remain in Ryan's name and he will own all funds. All joint accounts shall be closed immediately or if Ryan desires to keep the account, the other party's name shall be removed immediately.

29. As shown on the chart located under paragraph 28 on page 11 of the parties' Stipulation, the Dow Credit Union account shall be kept in Michelle's name and ownership. Michelle also has two accounts at America First CU, a cash account at Morgan Stanley and a Roth IRA at Morgan Stanley that shall be awarded to her.

30. As shown on the chart located under paragraph 28 on page 12 of the parties' Stipulation, the listed retirement and annuity accounts shall be evenly split between Ryan and Michelle.

31. **QDRO.** The parties shall retain Rori Hendrix, Jay Woodall or Graham Norris to prepare any necessary QDROs, sharing equally in the cost, minimizing the number of QDROs necessary,

32. **Debts.** As shown on the chart located under paragraph 30 on page 13 of the parties' Stipulation, Ryan shall be ordered to pay the following joint credit card debts in full. Ryan shall confirm that Michelle is not listed as a responsible party on the USAA and Amex cards. Ryan shall not incur any additional debt on any joint card and shall close the card immediately upon a zero balance: Amex, USAA and military star (if still active). Michelle shall be ordered to pay any credit card or other debt held in her name alone.

33. **Taxes.** Effective with the 2025 tax year, the parties shall share in the tax benefits from claiming the children on their tax returns as follows: Michelle will claim the two oldest children in even years and Ryan claiming the youngest child in even years (starting with the 2026 tax year), and Ryan claiming the oldest two children in odd years and Michelle claiming the youngest child in odd years (starting with the 2025 tax year). When only two children can be claimed, Michelle shall claim the oldest and Ryan shall claim the youngest. When only one child can be claimed, Michelle shall claim that child in even years and Ryan shall claim that child in odd years.

34. **Tax Filing.** The parties will file married filing separately for 2025 and each party will take their own tax liability and will be awarded their own respective refunds, if any.

35. **Business Interests.** Ryan shall be awarded Mighty Fortress LLC., Frontier Firearms, LLC and any other business entities created during the marriage and/or on which parties' names appear, subject to any liabilities associated with those entities. Michelle shall be removed immediately from any ownership, interest or affiliation whatsoever with these or any other business entities that both parties are associated with.

36. **Mutual Restraining Orders.** The parties shall each be restrained from abusing, threatening, berating, belittling, harassing, stalking, following, monitoring, conducting surveillance, harassing or annoying the other party.

37. **Communication.** All communication between the parties shall take place exclusively through the Our Family Wizard (“OFW”) except in the event of an actual emergency.

38. **Attorneys’ Fees.** Each party shall pay his or her own attorney’s fees incurred in this action.

39. **Cooperation.** Each party shall be ordered to execute and deliver to the other such documents as are required to ensure all vehicles, personal property and businesses are held and titled in the correct names per this Stipulation and to implement the provisions of the Decree of Divorce entered.

40. **Maiden Name.** Michelle shall be restored to her maiden name of Biltz if she so chooses.

### **CONCLUSIONS OF LAW**

Based on the foregoing Findings of Fact, the Court now concludes as follows:

1. That this Court has jurisdiction over the subject matter of this action and the parties to this action;

2. That the parties are entitled to the entry of the Decree of Divorce and that such shall become final upon its entry as provided by law; and

3. That the provisions settling all issues in this action, as set forth in the Findings of Fact, are equitable and shall be incorporated into the Decree of Divorce.

**IT IS SO ORDERED.**

**---END OF ORDER---**

**---EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE STAMP  
AND SEAL AT THE TOP OF THIS PLEADING---**

**APPROVED AS TO FORM:**

/s/William Fontenot

(Electronically signed by Cassie J. Medura

w/ permission of William Fontenot on 5/14/2026)

**NOTICE PURSUANT TO Rule 7(j)(4) OF THE UTAH RULES OF CIVIL  
PROCEDURE TO ALL THE CONCERNED PARTIES AND COUNSEL:**

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared above shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14th day of May, 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE** via electronic service on the following:

William Fontenot

Attorney for Respondent, Ryan Kohler

/s/Caitlin Shreeve